

NON-EXCLUSIVE AGREEMENT (“Agreement”)

This Agreement shall be effective from the date specified on the online form (“**Form**”) associated with this Agreement (“**Date**”) and by such reference, the Form shall be incorporated into and constitute part of this Agreement. This Agreement is made between She’s Not Funny LTD a company incorporated and registered in England and Wales, with company number: 15734379 and registered office address 8 Mill Street, London, SE1 2BA, United Kingdom (“**Company**”, “**SNF**”, “**our**” “**us**” or “**we**” and such expression shall also be deemed to include the Company’s successors in title, licensees, assigns and Affiliates (defined below)) and you (“**you**” or “**your**”). You and us are each a “**party**” and collectively the “**parties**”.

1. **CONTENT:** The Content shall consist of all the photos, videos, visual, audio-visual material, and/or any other content described on the Form any materials forming part of the content uploaded to or contained in the link(s)/URL(s) to web pages and/or social media channel(s) provided in the Form from time to time (the “**Content**”). Please provide us with written notice prior to or on the Date, of any material and/or content contained in the link(s)/URL(s) in the Form which you do not want to licence to us in accordance with this Agreement, otherwise and for the avoidance of doubt, all such content/materials will form part of the Content and the remit of this Agreement.
2. **PERMITTED USE OF CONTENT:** In consideration of a credit (to be agreed between you and us) and/or of the parties’ respective obligations hereunder, we shall be entitled to edit, upload, exploit and monetize the Content (in whole or in part), worldwide (“**Territory**”) on any of our owned and operated websites, applications, social media pages and channels and on all other media platforms now known or hereinafter devised (including, without limitation, paid media, affiliate marketing, sponsorship, advertising and OTT (over the top media) services) (“**Media**”) in perpetuity (“**Term**”). The foregoing shall include our right to use the Content for any purpose and in any manner across any Media in perpetuity and we shall have absolute editorial and creative discretion when using, editing, and publishing the Content across any of our owned brands on the Media.
3. **LICENCE AND INTELLECTUAL PROPERTY:**
 - 3.1 - You agree that we own or will own all right, title, and interest (including copyright) in and to any photos, footage, visual and/or audio-visual material and content and all related materials, including, without limitation, content, written documentation, texts, stories, or articles (whether hardcopies or electronic), recordings and all other material and property created, developed, or produced by us in connection with the Content (**SNF Content**). For the avoidance of doubt, you will retain the full right, title and ownership of the Content.
 - 3.2 - You hereby grant and assign to us a non-exclusive licence (absolutely with full title guarantee, by way of present grant and assignment of existing and future rights) to, (without limitation): (a) the Content; (b) the right to use, copy, store, publish, reproduce, print, adapt, save, archive, license, sub-license, distribute, transmit, exhibit, and exploit the Content (and/or any part of it); and (c) the right to include derivative uses of the Content in any future versions or uploads of the Content on the Media, in the Territory and for the Term (“**Licensed Rights**”).
 - 3.3 - Pursuant to the Licensed Rights we shall be permitted to (but have no obligation to): (a) reproduce and display the Content (and/or any part of it) as part of our marketing and promotional materials and for publicity purposes for the Term and in the Territory and monetize (which shall include the running of adverts over) the Content (and/or any part of it) on any of the Media; (b) edit, juxtapose, add to, delete from, arrange, re-arrange, revise

and/or change the Content (and/or any part of it) with other materials; and/or (c) use the title of the Content and the names, likenesses, and biographies of the performers therein as part of the exploitation and promotion of the Content (and/or any part of it) on the Media and its soundtrack throughout the Territory free of charge.

4. **YOUR OBLIGATIONS:** You agree to: (a) supply such documents and instruments as may be necessary as evidence of ownership of the Content (and/or any part of it) and the rights granted hereunder, within five (5) business days of our request (email communication shall suffice); and (b) to regularly keep us updated on your rights in and to any of the Content (and/or any part of it) during the Term and shall immediately notify us if any of, or part of, the warranties and representations in clause 5 of this Agreement are, or become breached, compromised or affected in any way.
5. **WARRANTIES AND REPRESENTATIONS:** You warrant and represent that:
 - 5.1 - you are the full, legal and beneficial owner of all rights in and to the Content and you have the full right and power to enter into this Agreement and grant us the rights provided herein and you have not assigned or otherwise in any way encumbered the Content (and/or any part of it) or the rights being granted;
 - 5.2 - you have obtained all required permissions, licences, consents and releases from individuals, parties or locations, to enable you to grant us the rights granted herein (including, without limitation, the irrevocable and unconditional waiver by all relevant persons of all rights relating to the Content (and/or any part of it) to which such persons are now or may in the future be entitled pursuant to the provisions of Sections 77, 80, 84, and 85 of the Copyright, Designs and Patents Act 1988 (as amended from time to time) and any other moral rights to which such persons may be entitled under any legislation now existing or in future enacted in any part of the world);
 - 5.3 - we will not be required to obtain any other rights or licences or make any payments to any parties in order to exercise the rights provided by you herein;
 - 5.4 - nothing in the Content, nor our exploitation of the Content (and/or any part of it), will infringe or violate the rights or interests of any third party, including intellectual property rights, proprietary rights or rights of publicity or privacy, or bring us into disrepute;
 - 5.5 - there has been no infringement or likely infringement of the Content (and/or any part of it);
 - 5.6 - you will not (either through any act or omission) conflict with, impair and/or prevent our use of the Content (and/or any part of it);
 - 5.7 - you have not granted, nor shall you grant to anyone else any right which would conflict with, prevent and/or impair in any way your right to grant us the rights specified herein; and
 - 5.8 - the Content does not contain any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.
6. **INDEMNITY:** You shall indemnify, defend and hold us, our respective officers, employees, successors, licensees and permitted assigns (and any third parties authorised by us to exploit the Content (or any part of it)) harmless from and against all actions, proceedings, claims, damages, and liabilities (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties, legal costs and any other reasonable costs and expenses suffered or incurred) which may be made or brought against or suffered or incurred by us directly or indirectly in consequence of any breach or non-performance by you of any of your warranties, representations and obligations contained in this Agreement.

7. **WAIVER:** You unconditionally and irrevocably waive in respect of the Content (and any part of it) all moral rights and performers' rights under the Copyright, Designs and Patents Act 1988 (as amended from time to time and under all similar legislation from time to time in force anywhere in the world) and all rights to object to derogatory treatment of the Content (or any part of it) to which you may now (or at any time in the future) be entitled.
8. **LIABILITY:** Nothing in this Agreement shall operate to exclude or limit either party's liability for death or personal injury caused by negligence, fraud or any other liability that cannot be excluded for limited under applicable law. Except pursuant to the foregoing sentence in this clause 8, our liability shall be capped at GBP£50.00.
9. **DATA PROTECTION:** For the purposes of data protection legislation (including the Data Protection Act 2018 and the General Data Protection Regulation 2016/679, as amended from time to time) you agree to, and authorise, us holding and processing personal data relating to you in any form.
10. **ASSIGNMENT:** We shall be entitled to assign or transfer our rights and obligations under this Agreement to any Affiliates (meaning any entity that directly or indirectly controls, is controlled by or is under common control with that entity), or in connection with any sale, transfer, or other disposition of all or substantially all of our business or assets, without notifying you or obtaining your consent. In all other circumstances not referenced in the previous sentence, neither party may assign or transfer their rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.
11. **THIRD PARTY RIGHTS:** No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
12. **NOTICES:** All notices given under this Agreement shall be in writing and sent to us at 30 days or at our registered address at the top of this Agreement or to you at your email address or address provided on the Form. All notices shall be deemed to have been duly given: (a) when delivered, if delivered by recorded post during normal business hours of the recipient; (b) if transmitted by e-mail, one business day after being sent; (c) on the second business day following posting if sent by first-class post (if sent to an address in England); or (d) on the fifth business day following posting, if posted by airmail (if to be sent to an address overseas), in each case addressed to the other party as indicated or to such other addresses as the parties may from time to time notify pursuant to this clause 12.
13. **TERM AND TERMINATION:**
 - 13.1 - This Agreement shall commence on the date accepted and by you and shall continue until terminated in accordance with this clause 13.
 - 13.2 - Without affecting any other right or remedy available to us, we may terminate this Agreement with immediate effect by giving written notice to you if (a) you commit a material breach of any term of this Agreement which breach is irremediable or if such breach is remediable you fail to remedy the breach within 5 business days after being notified in writing to do so; or (b) you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement. For the avoidance of doubt, submitting incorrect or inaccurate strikes/claims against us on third party media platforms (including, without limitation, Facebook) will be deemed a material breach of this Agreement.
 - 13.3 - Either party may terminate this Agreement for convenience by giving 30 business days

written notice to the other party, in accordance with the notice provisions of this Agreement.

13.4 - In the event the Agreement is terminated we shall cease to further exploit the Content (or any part of it), but the Content (and any part of it) will remain on the Media (which may be monetised) for the Term for archive purposes only.

14. **SEVERANCE:** If any provision of this Agreement shall be prohibited by or adjudged by a Court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement and if possible shall be replaced by such valid lawful and enforceable provision as most closely achieves the legal, economic or commercial purpose of the original offending provision
15. **ENTIRE AGREEMENT:** This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all the parties to this Agreement. You acknowledge that no representations or promises not expressly contained in this Agreement have been made by us or any of our agents, employees, members or representatives
16. **GOVERNING LAW AND JURISDICTION:** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.
17. **ACCEPTANCE:** By clicking '**I ACCEPT**' in relation to this Agreement, you agree to be bound by the Terms set out under this Agreement.